

AGENDA ITEM SUMMARY

DEPARTMENT: SOCIAL SERVICES

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Alliance For Aging, Inc.

Contract

Effective Date:

April 19, 2006

Expiration Date:

Contract Purpose/Description: Approval of the Renewal of the Home and Community Based –Medicaid Waiver (ADA/MW) **Case Management** Contract between the Alliance for Aging, Inc. and the Monroe County Board of County Commissioners (Monroe County In-Home Services Program).

Contract Manager:

Deloris Simpson

(Name)

4589

(Ext.)

Social Services/Stop 1

(Department/Stop #)

For BOCC meeting on 4/19/2006

Agenda Deadline:

4/4/2006

CONTRACT COSTS

Total Dollar Value of Contract: Approx. \$ 300.00

Current Year Portion: \$

Budgeted? Yes X No

Account Codes:

Grant: Approx. \$300.00

County Match: \$ -0-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr

For:

(Not included in dollar value above)

(eg. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="radio"/> No <input checked="" type="radio"/>	<u>Shirley Barker</u>	
Risk Management	<u>4-3-06</u>	Yes <input type="radio"/> No <input checked="" type="radio"/>	<u>M. S. Davis</u>	<u>4-3-06</u>
O.M.B./Purchasing	<u>3/31/06</u>	Yes <input type="radio"/> No <input checked="" type="radio"/>	<u>Shirley Barker</u>	<u>3/31/06</u>
County Attorney	<u>3/27/2006</u>	Yes <input checked="" type="radio"/> No <input type="radio"/>	<u>Susan Gomisley</u>	<u>3/27/06</u>
Comments:	<u>3/27 am 3/30/2006</u>	<u>Changes per phone conv. w/ S. Gomisley - (R)</u>	<u>X Peter for S. Gomisley</u>	<u>3/30/06</u>

**HOME AND COMMUNITY BASED SERVICES
AGED AND DISABLED ADULT (ADA) MEDICAID WAIVER
CASE MANAGEMENT REFERRAL AGREEMENT**

This Referral Agreement between the Alliance for Aging, Inc., the area agency on aging (AAA) for planning and service area (PSA) 11 and Monroe County In Home Services, a case management agency, shall begin on July 1, 2004 or on the date the agreement has been signed by both parties, whichever is later. This referral agreement is in effect for a period of time that is equal to the Medicaid waiver provider's enrollment period with the State of Florida's Medicaid fiscal agent and is contingent upon an annual appropriation by the Legislature. The purpose of this agreement is to enable eligible elderly participants to receive case management services from qualified providers with oversight of the quality of care by the Medicaid Waiver Specialist employed by the AAA. These services are authorized in order that the participant may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant to facilitate aging in place. All parties agree that routines of care provision and service delivery must be consumer-driven to the maximum extent possible. All parties agree to and will treat each participant with dignity and respect.

I. Objectives

- A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
- B. To participate together by means of shared information in the development and expansion of services.
- C. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- D. The parties of this agreement will provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care plans so duplication may not occur.
- E. To establish an effective working relationship between the case management agency that is responsible for the development of care plans and authorization of services available under the waiver, the service provider that is responsible for the direct provision of those services to consumers served under the waiver program, and the AAA that is responsible for management and oversight of the waiver program.

II. Under this Agreement, the Area Agency on Aging agrees to the following:

- A. To facilitate the enrollment of providers with the Medicaid Fiscal Agent.
- B. To ensure the case management agency is an active Medicaid provider prior to serving any consumer under the Aged and Disabled Adult (ADA) Medicaid Waiver and Assisted Living for Frail Elderly (ALE) Medicaid Waiver Programs and any other Medicaid Waiver program that may be approved by the Centers for Medicaid and Medicare Services (CMS) and implemented in the State of Florida.
- C. To provide technical assistance and training to the case management agencies.
- D. To provide on site monitoring of the case management agency at least semi-annually.
- E. To monitor and project Provider expenditures to assure spending is maintained within spending authority.
- F. To complete a new referral agreement signed by all parties when unit rate changes are approved.

III. Under this Agreement, the Case Management Agency agrees to the following:

- A. Assign qualified case managers as contained in the ADA Medicaid Waiver to provide case management services under the Medicaid Home and Community Based Waiver for Aged and Disabled Adults. Provider rates shall not exceed the approved negotiated rates that are at or below the service provider's contracted rates.
- B. Develop and implement the Plan of Care specifically outlining the service(s) to be delivered that

must be signed by the consumer.

- C. Adhere to the federal waiver requirements and policies and procedures outlined in the following manuals published by the Agency for Health Care Administration: Aged and Disabled Adult Waiver Guidelines and the Medicaid Provider Reimbursement Handbook (Non-Institutional 081), including any and all attachments or updates.
- D. Provide to the AAA a monthly summary of Aged and Disabled Adult Medicaid Waiver expenditures billed and accrued.
- E. Refer consumers to any qualified Service Provider as selected by the consumer.
- F. Issue written service authorizations to the service provider with at least 24 hours notice. The referral will contain at a minimum:
 - 1. Name
 - 2. Address (with directions if not easily accessible)
 - 3. Pertinent information regarding consumer's health or disabilities and living situation
 - 4. Detailed service description including frequency, duration and specific tasks to be performed.
- G. Evaluate quality of services and service documentation by the service provider.
- H. Accept financial responsibility for service claims found to be out of compliance if the non compliance was the result of a failure by the case management agency to update, renew, or terminate the service authorization.
- I. To forward a monthly expenditure tracking report to the area agency no later than the date agreed upon by both parties.
- J. Monitor service providers for adherence to authorized care plans, authorized reimbursement rates, and to ensure that the service provider is billing only for services authorized in the care plan.
- K. Develop and implement a policy to ensure that its employees, board members, and management, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement or when contracting with another entity which will be paid by the funds described in this agreement. A conflict of interest includes, but is not limited to, receiving, or agreeing to receive, a direct or indirect benefit, or anything of value from a service provider, consumer, vendor, or any person wishing to benefit from the use or disbursement of funds. To avoid a conflict of interest, the case management agency must ensure that all individuals make a disclosure to the AAA of any relationship which may be a conflict of interest, within thirty (30) days of an individual's original appointment or placement on a board, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of the agreement.
- L. To submit void or adjustment claims no later than 45 days after either party has identified the error. The provider's refusal to adjust or void erroneous claims may result in termination of this agreement and/or referral to the department, and will be referred to the Agency for Health Care Administration for appropriate action.
- M. The AAA may impose department-approved sanctions for non-compliance with items of this agreement.

IV. Under this agreement, the following services will be delivered by the Service provider in accordance with the plan of care or service authorization:

Service	Unit Rate	County/Region Served
A. Case Management	\$45.00/hr	Monroe
B.		
C.		
D.		
E.		

V. Termination

In the event this agreement is terminated, the case management agency agrees to submit, at the time notice of intent to terminate is delivered, a plan which identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the area agency may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The area agency shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the area agency in writing, or the parties fail to cure the breach within the time specified by the area agency, the area agency may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

VI. Agreement

Notwithstanding the effective date as determined in the First Paragraph of this agreement, this contract is retroactive to July 1, 2004.

In witness whereof, the parties have caused this 3 page agreement to be executed by their undersigned officials as duly authorized.

Area Agency on Aging

Signature

Steven Weisberg, M.S.

Print name

President/CEO

Title

Date

Service Provider

signature


Charles "Sonny" McCoy

Print name

Mayor

Title

Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

HOME AND COMMUNITY BASED WAIVER REFERRAL AGREEMENT

This Referral Agreement, made this 1st day of July, 2002 between **Alliance for Aging**, the Area Agency on Aging for Planning and Service Area 11; and **Monroe County (Non-Profit)** Service Provider. This Referral Agreement is in effect for a period of time that is equal to the Medicaid waiver provider's enrollment period with the State of Florida's Medicaid fiscal agent. One purpose of this agreement is to promote the development of a coordinated service delivery system to meet the needs of the aged or disabled adults who are at risk of premature institutionalization. Another purpose of this agreement is to enable eligible elderly participants to receive Home and Community Based Waiver Services from qualified providers with oversight of the quality of care by the Medicaid Waiver Specialist employed by the Area Agency on Aging. These services are authorized in order that the participant may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant to facilitate aging in place. All parties agree that routines of care provision and service delivery must be consumer driven to the maximum extent possible. All parties agree to and will treat each participant with dignity and respect.

I. Objectives

- A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
- B. To participate together by means of shared information in the development and expansion of services.
- C. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- D. To require the parties of this Agreement to provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care plans so duplication may not occur.
- E. To establish an effective working relationship between the case management agency that is responsible for the development of care plans and authorization of services available under the waiver, the service provider that is responsible for the direct provision of those services to consumers served under the waiver program, and the Area Agency on Aging that is responsible for management and oversight of the waiver program.

II. Under this Agreement, the Service provider agrees to the following:

- A. To accept referrals for the 1915c Home and Community Based Service (HCBS) Medicaid Waiver from the enrolled case management agency.
- B. To provide quality service(s) to the waiver participant as specified in Section IV. Provision of service(s) is subject to quality monitoring and/or observation by the case management agency and/or the Area Agency on Aging and/or the Department of Elder Affairs.

- C. To provide only those services specifically outlined in the Plan of Care and authorized by the enrolled case management agency.
- D. To attach documentation regarding the service provider's qualifications to this agreement; and to provide, as requested, any information regarding Medicaid Waiver billing, payment, or waiver participant information, to the case management agency or Area Agency on Aging. Provider rate increases/decreases must be forwarded to the Area Agency on Aging along with justification for any increase. If additional services are to be added to this agreement, a written request to do so must be received by the Area Agency on Aging and an amendment must be prepared by the Area Agency on Aging listing the added service(s). The necessary documentation regarding provider qualifications for the additional services must be attached to the agreement.
- E. To maintain the waiver participant's confidentiality according to 42 CFR 431.301.
- F. To immediately report any changes in the waiver participant's condition to the case management agency.
- G. To maintain enrolled provider status by renewing applicable licensure, certification, contract, and/or referral agreements and by maintaining all provider qualifications as contained in the Aged and Disabled Adult Medicaid Waiver under which services are provided.
- H. To include its name and other appropriate information on a list of all enrolled providers which will be shown to consumer during development of an individualized plan of care, understanding that the consumer reserves the right at all times to a choice of enrolled providers.
- I. To immediately notify the case management agency of staffing shortfalls which will negatively impact provision of service to Medicaid Waiver consumers.
- J. To submit claim data for billing to the Medicaid fiscal agent after delivery of services has been accomplished. All services should be billed within 60 days after services have been provided or document reasons for delayed submission of claims. Such documentation shall be available for review by the area agency on agency or by the Department of Elder Affairs, upon request.
- K. To submit claims for billing to the Medicaid fiscal agent at the agency's usual and customary rate. It is a violation of federal regulation to bill Medicaid more than the agency's usual and customary rate.
- L. To submit void or adjustment claims no later than 45 days after the error has been identified by either party. Any error not adjusted or voided within 45 days may be adjusted or voided by the Area Agency on Aging. The provider's refusal to adjust or void erroneous claims will result in termination of this agreement.
- M. To develop and implement a policy to ensure that its employees, board members, and management, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement. A conflict of interest includes, but is not limited to, receiving, or agreeing to receive, a direct or indirect benefit, or anything of value from a service provider, consumer,

vendor, or any person wishing to benefit from the use or disbursement of funds. To avoid a conflict of interest, the service provider must ensure that all individuals make a disclosure to the Area Agency on Aging of any relationship which may be a conflict of interest, within thirty (30) days of an individual's original appointment or placement on a board, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of the contract.

- N. To adhere to the policies and procedures as outlined in the following manuals published by the Agency for Health Care Administration: the Aged/Disabled Adult Waiver Guidelines and the *Medicaid Provider Reimbursement Handbook (Non-Institutional 081)*, including any and all attachments or updates.

III. Under this Agreement, the Area Agency on Aging agrees to the following:

- A. To facilitate the enrollment of providers with the Medicaid Fiscal Agent.
- B. To provide technical assistance and training to Service Providers.
- C. To notify the case management agency within 48 hours of any approved service provider rate adjustment.
- D. To regularly monitor the Service Providers in accordance with requirements specified by the Department of Elder Affairs.

IV. Under this agreement, the following services will be delivered by the Service provider in accordance with the plan of care or service authorization:

Service	Unit Rate	County/Region Served
A. NUTRITION PROG. MEALS	\$ 5.00	MONROE
B. <u>Personal care</u>	<u>\$45.00</u>	<u>monroe</u>
C. <u>CHORE</u>	<u>\$41.00</u>	<u>MONROE</u>
D. <u>Homemaker</u>	<u>\$35.00</u>	<u>monroe</u>
E. <u>RESPIRE</u>	<u>\$ 28.00</u>	<u>monroe</u>

V. Termination

In the event this agreement is terminated, the case management agency and the service provider agree to submit, at the time notice of intent to terminate is delivered, a plan which identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the area agency may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The area agency shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the area agency in writing, or the parties fail to cure the breach within the time specified by the area agency, the area agency may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness whereof, the parties have caused this 4 page agreement to be executed by their undersigned officials as duly authorized.

Area Agency on Aging

Service provider

signature

signature

Charles Sunny McCoy

Steven Weissing

print name

print name

Mayor

President / CEO

title

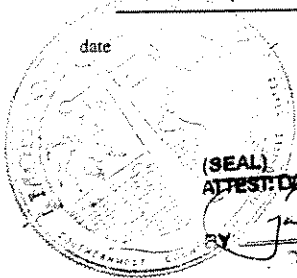
title

8/21/2002

10/21/02

date

date



(SEAL)

ATTEST: DENNY L. KOLHAGE CLERK

BY Jamie Hancock
DEPUTY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

SUZANNE A. HUTTON

DATE

7/19/02